

# **NEW ENGLAND TEAMSTERS AND TRUCKING INDUSTRY PENSION FUND**

**RESTATEMENT  
AGREEMENT  
&  
DECLARATION  
OF TRUST**

REPRINTED AND RESTATED AS OF JANUARY 26, 1994

**Section 9. DEPOSIT AND WITHDRAWAL OF FUNDS.** All monies received by the Trustees hereunder shall be deposited by them in such bank or banks as the Trustees may designate for that purpose and all withdrawals of monies from such account or accounts shall be made only by checks signed by the Trustees authorized in writing by the Trustees to sign such checks. Except as hereinafter provided, no check shall be valid unless signed by two persons of whom one shall be a Union Trustee and one an Employer Trustee.

The Employer Trustee shall designate in writing the name or names of any Employer Trustee who may sign checks in the above manner, and the Union Trustee shall likewise designate in writing the name or names of the Union Trustees who may sign checks in the above manner.

The Trustees may, in their discretion, designate and authorize an employee of the Fund to sign checks upon such separate and specific bank account or bank accounts as the Trustees may designate and establish for such purpose.

**Section 10. SURETY BONDS.** The Trustees and any employees of the Trustees who are empowered and authorized to sign checks as aforesaid shall be bonded by a duly authorized surety company in such amounts as may be determined from time to time by the Trustees. Each such employee employed by the Trustees who may be engaged in handling monies of the Trust Fund shall also be bonded by a duly authorized surety company in the same manner. The cost of the premium on such bonds shall be paid out of the Fund.

**Section 11. REPORTS TO EMPLOYERS AND UNIONS.** The Trustees may, in their discretion at any time and from time to time, but not less frequently than once each year, render written accounts of their transactions in such form as they deem appropriate and shall file the same with the Employers and Unions. Each such Employer and Union and the Employees and their beneficiaries involved shall be deemed to have approved any such account unless it or they shall file with the Trustees written objections thereto within sixty days after receipt of such account, and in the absence of such objection, the Trustees shall be released, relieved and discharged with respect to all matters and things set forth in such account as though the same had been settled by the decree of a court of competent jurisdiction.

## **ARTICLE V** **CONTRIBUTIONS TO THE FUND**

**Section 1. RATE OF CONTRIBUTIONS.** In order to effectuate the purposes hereof, each Employer shall contribute to the Fund the amount required by the Collective Bargaining Agreement between the Local Union and the Employer. The rate of contribution shall at all times be governed by the aforesaid Collective Bargaining Agreement then in force and effect, together with any amendments, supplements or modifications thereto. For this purpose, those Employees of Employers, as defined in Article I, Section 1, 2nd paragraph herein, as amended, other than those who are covered by a collective bargaining agreement, shall have contributions paid on their behalf by said entities on account of their said full time salaried employees at the same rate as required for Employers subject to the applicable provisions of the New England Supplemental Freight Agreement.

**Section 2. EFFECTIVE DATE OF CONTRIBUTIONS.** All contributions shall be made as required by the Collective Bargaining Agreement and shall continue to be paid as long as the Employer is so obligated pursuant to the Collective Bargaining Agreement with the Local Union or until he ceases to be an Employer within the meaning of this Trust Agreement as hereinafter provided. In addition to all sums due to the Fund by an Employer under the terms of the applicable Collective Bargaining Agreement, as aforesaid, an Employer shall also be obligated to contribute to the Fund, all sums due as a result of a legal duty established and provided by applicable labor-management relations law, including 29 U.S.C. 158(a)(5).

**Section 3. MODE OF PAYMENT.** All contributions shall be payable to the Fund and shall be paid in the manner and form determined by the Trustees. The detailed basis of such payment is more specifically set forth in the Standard Form of Participation Agreement, hereto attached as Appendix "A". The failure of a participating Employer to execute a Standard Form of Participation Agreement shall not excuse it from its obligations to the Fund, under its collective bargaining agreement or this Trust Agreement.

**Section 4. DEFAULT IN PAYMENT.** Nonpayment by an Employer of any contributions when due shall not relieve any other Employer of its obligation to make payments. In accordance with Sec. 502(g)(2) of Employee Retirement Income Security Act of 1974, as amended, the Trustees do establish the rate of interest to be paid by employers on delinquent contributions to be the rate prescribed under Sec. 6621 of the Internal Revenue Code of 1954; and further, liquidated damages shall be assessed in an amount of 20% of the amount of the delinquency, or such higher percentage as may be permitted under Federal or State law, plus reasonable attorneys' fees and costs of the action.

The Trustees may take any legal action necessary to enforce payment of the contributions due hereunder including, but not limited to, proceedings at law and in equity.

**Section 5. REPORT ON CONTRIBUTIONS.** The Employers shall make remittance reports on contributions required by the Trustees. The Trustees may at any time have an audit made of the payroll and wage records of any Employer in connection with the said contributions and/or reports.

**Section 6. PAYROLL AUDIT.** The Trustees may audit an Employer's payroll and employment records regardless of whether at the time he is a current contributing Employer.

**Section 7. REFUND OF CONTRIBUTIONS.** Recognizing the need to protect the Fund from receipt of payment of contributions on behalf of ineligible persons, and also to protect the Fund from unjustified and detrimental delay by employers who are seeking refunds, it is hereby declared and determined that no refund of a contribution shall be made or considered unless application in writing has been received by the Fund office within one year after the payment of the contribution which is sought to be returned.

Nothing in this provision shall preclude the refund of contributions beyond said one year limitation should the Trustees determine that said contributions were paid in good faith and under a mistake of fact or law.

The undersigned Employer, having entered into a Collective Bargaining Agreement with Local Union No. 42, affiliated with the Brotherhood of Teamsters, Chaffeurs, Warehousemen and Helpers of American International, which provides among other things for contributions to the New England Teamsters and Trucking Industry Pension Fund, agrees to be bound by the foregoing Agreement and Declaration of Trust and hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are named in said Agreement as Employer Trustees together with their successors selected in the manner provided in the within Agreement and agrees to be bound by all actions taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust.

Dated: 1-1-67

North Shore News Company, Inc.

By Ernest J. Leyes - Treasurer

FOR TERMINAL LOCATED AT:

Lynn, Mass.